



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S15-017

**REQUEST FOR PROPOSAL – ONE STEP PROCESS
CONSTRUCTION MANAGER AT RISK**

FIRE STATION #4

Responses Due: April 9, 2015



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PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein “Respondent”, to provide Construction Management at Risk (CMR) services in connection with the design and construction of Fire Station #4, herein “Project”.

The intent of the Project is to design and construct Fire Station #4 on City-owned property at a location to be determined. The property is estimated to be 2.5 acres. Design is anticipated to be similar to Fire Station #2, located at 1950 Crystal Falls Parkway, Leander, TX 78641 shown on Attachment A herein.

The City seeks written proposals for CMR services pursuant to Chapter 2269, Subchapter F of the Local Government Code to facilitate this project. The City intends to use a one-step selection process for this solicitation and award.

The architectural and engineering services shall be contracted for through a separate solicitation.

Successful respondent shall provide CMR services in collaboration with the City’s selected architectural and engineering firm. Architectural and engineering firm selection shall be made in advance of awarding the CMR services agreement.

2. **PROJECT FUNDING:** A budget of \$2.6 million has been set for construction. This figure is inclusive of the architectural and engineering fees.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation and in the construction agreement. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/rfps>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

4. **ATTACHMENTS:** Attachment A, B and C are herein made a part of this solicitation:

- 4.1. Attachment A: Crystal Falls Fire Station
- 4.2. Attachment B: Texas Workforce Commission Wage Rate Survey
- 4.3. Attachment C: Cost Proposal Form

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted in Part II. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in providing CMR services.
- 6.2. **Respondents shall have experience providing CMR services for municipal fire stations in the State of Texas.**

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
 - Reputation and experience of Respondent;
 - Quality of the Respondent's services;
 - Impact on the ability of the City to comply with Historically Underutilized Business (HUB) regulations;
 - Respondent's safety record;
 - Respondent's proposed personnel;
 - Respondent's financial capability;
 - Any additional criteria listed in the solicitation.
- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

8.1. Proposed fee	20 Points
8.2. Project team qualifications	30 Points
8.3. Proposed approach and timeline	20 Points
8.4. Respondent's financial capability	10 Points
8.5. Work samples	20 Points

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 9.1.1. Solicitation document, attachments and exhibits;
 - 9.1.2. Solicitation addendums, if applicable;
 - 9.1.3. City's Definitions, Terms and Conditions;
 - 9.1.4. Successful Respondent's submission.
- 9.2. The initial term of the resulting agreement shall be determined by the proposed and agreed upon Project timeline.
- 9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 9.4. The City shall also have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Respondent shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Respondent, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 9.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted. The agreement will establish a Guaranteed Maximum Price (GMP) for construction of the Project.

11. **AWARD:** Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.

12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to

purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|---|-------------------------------|
| 1.1. Solicitation released | March 5, 2015 |
| 1.2. Pre-Solicitation Meeting | March 16, 2015 |
| 1.3. Deadline for questions | March 19, 2015 |
| 1.4. City responses to all questions or addendums | March 26, 2015 |
| 1.5. Responses for solicitation due at or before 3:00 PM | April 9, 2015 |
| 1.6. Responses will be publicly opened and the offeror's names read aloud | April 9, 2015, 3:00 PM |
| 1.7. Completion of evaluation and ranking of each proposal shall be no later than 45 days after opening | |

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A non-mandatory pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

March 16, 2015 at 11:00 AM CT
City of Leander City Hall
200 W. Willis Street
Leander, TX 78641

Call In Participation: (712)-432-1500 access code: 632390#

- 2.1. The City considers this pre-solicitation meeting **non-mandatory**.
 - 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City will:
- 5.1. Review all submittals and determine which Respondents are reasonably qualified for award of the agreement.
 - 5.2. Determine the Respondent whose submittal is most advantageous and that provides the best value to the City considering the evaluation criteria and the ranking evaluation.
 - 5.3. Attempt to negotiate with the Respondent selected based on the evaluation process, evaluation criteria, and ranking evaluation, an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement.
 - 5.5. If not successful, formally and in writing end negotiations with that Respondent. The City will then:
 - 5.5.1. Proceed to the negotiate with the next most highly qualified Respondent based on the order of the selection ranking and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 5.6. The City also reserves the right to reject any or all submittals, to terminate this bid solicitation, or to accept any submittal deemed most advantageous and that provides the best value to

the City considering the evaluation criteria and the ranking evaluation, or to waive any irregularities or informalities in the submittal received.

6. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **PROJECT DETAILS:** The City is currently in the process of acquiring the property for the Station that is anticipated to be 2.5 acres. Design of the station is anticipated to be similar to Fire Station #2, shown on Attachment A, located at 1950 Crystal Falls Parkway, Leander 78641. Additionally, the City anticipates:
 - 1.1. A 2 or 3 bay design with air motion movement;
 - 1.2. 7,000 – 7,800 square feet of space;
 - 1.3. Station alerting;
 - 1.4. Energy efficiencies.
2. **SCOPE:** The CMR shall provide turnkey service as an integral team member during the pre-construction design process and throughout the construction process of the Project.
 - 2.1. The CMR shall provide design input and alternative detail recommendations to value engineer the Project as it is designed.
 - 2.2. The CMR shall assist the design team with cost estimating and scheduling during the design and construction documents phases.
 - 2.3. CMR shall perform the construction management services for the Project as the CMR.
 - 2.4. CMR shall service as point of contact for the City for the duration of the Project.
3. **PRE-CONSTRUCTION:** The CMR pre-construction responsibilities include but are not limited to:
 - 3.1. Design development;
 - 3.2. Cost estimating;
 - 3.3. Value engineering;
 - 3.4. Preparation and presentation of the Project's Guaranteed Maximum Price (GMP) documentation;
 - 3.4.1. Guaranteed Maximum Price shall mean the contractor is compensated for actual costs incurred plus a fixed fee and expenses and is subject to a ceiling price.
 - 3.4.2. Successful respondent shall establish and provide City with a GMP for the Project.
 - 3.4.3. The City, at its sole discretion, may accept or reject the GMP proposal.

- 3.4.4. If accepted, City's total liability on the Project shall not exceed the lower of the actual costs incurred plus a fixed fee to complete the Project or the GMP.
 - 3.4.5. Any construction costs or expenses over and above the GMP shall be the sole responsibility of the CMR.
 - 3.4.6. In the event that the GMP is not accepted by the City, City may terminate remainder of the agreement with the CMR and complete the delivery process itself through a traditional Bid-Build format. Should the City reject the GMP, the City shall not compensate the CMR beyond the Pre-Construction Fee Phase.
4. **CONSTRUCTION:** The CMR shall prepare sub-contractor bid or proposal solicitation packages. In this process the CMR shall publicly advertise for bids or proposals and receive sealed bids or proposals from trade and sub-contractors for the performance of the specified work. These bids or proposals shall cover the major elements of the Project that would otherwise not be included in the General Conditions as outlined on Attachment C.
- 4.1. The CMR may seek to perform portions of the work itself;
 - 4.1.1. The CMR shall submit a sealed bid or proposal in the same manner as all other trade or sub-contractors.
 - 4.1.2. City shall determine if the CMR bid or proposal provides the best the best value for the City.
 - 4.2. The CMR shall open and tabulate all bids and proposals and present to the City representative in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CMR, architect, engineer or City.
 - 4.2.1. All bids shall be made available to the public no later than seventh day after the date of the award.
 - 4.3. The CMR shall conduct pre-bid meetings as needed;
 - 4.4. The CMR shall make award recommendations to City;
 - 4.4.1. If the City requires the selection of a trade or sub-contractor that is different that the trade or sub-contractor that the CMR has recommended, the City shall compensate the CMR by a change in price, time or GMP for additional cost or risk incurred by the CMR due to the City's requirement.
 - 4.5. Additional CMR responsibilities include but are not limited to:
 - 4.5.1. Coordination and scheduling of all trade and sub-contractors;
 - 4.5.1.1. In the event that a trade or sub-contractor defaults in the performance of its work or fails to execute a subcontract after being awarded said contract the CMR may itself fulfill, without advertising, the work or select a replacement trade or subcontractor.
 - 4.5.2. Provide on-going value engineering;
 - 4.5.3. Provide monthly update reports to City;
 - 4.5.4. Provide change order and contingency funds control;
 - 4.5.5. Maintain a quality management program;
 - 4.5.6. Provide accounting functions for Project;
 - 4.5.7. Provide warranty archiving and documentation;
 - 4.5.8. Provide for job safety and jobsite security.
5. **DELIVERY AND POST CONSTRUCTION:** The CMR post-construction responsibilities include but are not limited to close-out documents and processes and a one-year completion anniversary walk-

through to address any warranty issues. Respondents shall include a sample Project Close-Out Checklist and warranty program information in solicitation response.

6. **PROJECT TIMELINE:** Respondents shall provide estimated timeline for delivery as outlined in the General Conditions on Attachment C.
7. **COST ESTIMATING:** Respondent shall provide detailed methodology on firm's cost estimating processes.
8. **PREVAILING WAGE RATE DETERMINATION:** Successful respondent shall comply with all Federal, State and local labor laws. The prevailing wage rates shall be set by the Texas Workforce Commission Wage Rate Survey, as approved by City Council, and can be found on Attachment B herein.
9. **DESIGNATED PROJECT MANAGER:** Proposed Designated Project Manager shall have completed no less than three (3) similar projects within the past six (6) years.
 - 9.1. Project Manager and all project team members may not be substituted or changed throughout the term of the agreement without the written approval of the City for the requested change.
 - 9.2. Solicitation response shall showcase a minimum of three (3) completed projects of similar scope by the Project Manager for other municipalities.
10. **CAPITALIZATION:** Respondent shall be adequately capitalized to conduct the Project in an efficient manner. Respondent shall provide evidence of viable financial strength.
11. **PERFORMANCE AND PAYMENTS BONDS:** Successful respondent shall deliver to City both a Payment Bond and a Performance Bond no later than the 10th day after the CMR agreement has been executed. Penal sums for both bonds shall each be equal to the GMP.
 - 11.1. If a GMP has not been determined, the penal sums of the bonds delivered to the City shall each be in an amount equal to the construction budget as mentioned in Part I, #2 of this solicitation document.
 - 11.2. Alternatively, and at the sole discretion of the City, the CMR may furnish the City with a bid bond or other financial security acceptable to the City to ensure that the CMR will furnish the required Payment Bond and a Performance Bond when a GMP is established.
 - 11.3. All bonds and insurance required by the agreement shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to the City and shall be issued by a surety which complies with the requirements of Art. 7.19-1, Texas Insurance Code (1997) and which is otherwise acceptable to the City.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed forty (40) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4. Project Team Experience – Provide detailed information on the proposed project team.

1.4.1. Respondent shall identify the project team and provide a statement of qualifications for those individuals to include education, professional registrations, area of expertise and years of service in the respective field. The Project Manager shall be identified as well as the role of each individual proposed team member. An organizational chart of the proposed project team shall be included. Information communicating the firm's CMR qualifications and competitive advantage shall be provided.

1.4.2. Respondent shall provide categories of trade work that the firm routinely performs itself.

TAB #4

1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm. Information shall include but not be limited to:

1.5.1. Number of years in business;

1.5.2. Percentage of revenue derived from CMR services;

1.5.3. Number of full time employees.

TAB #5

1.6. Methodology and Approach – Respondent shall describe the method and approach to be used in cost estimating and the completion of the project to include monthly reporting to City. Additionally, City seeks best practice insight and lessons learned from other similar projects.

TAB #6

1.7. Timeline – Respondent shall propose a schedule to complete Project per the specifications contained herein.

TAB #7

1.8. Cost Proposal – Respondent shall include a cost proposal on **Attachment C** to provide services as described herein.

- 1.8.1.** Part A: Pre-construction Fee: Respondent shall provide flat, lump-sum pre-construction services fee.
- 1.8.2.** Part B: Construction Management Fee: Respondent shall provide fee for construction management services as a percentage of the Cost of the Work. The Cost of the Work shall mean the sum of actual costs of the direct work performed by trade or sub-contractors.
- 1.8.3.** Part C: Performance and Payment Bond Rates: Respondent shall provide anticipated bond rates as a percentage of the GMP or project budget.
- 1.8.4.** Part D: General Conditions: Respondent shall provide monthly price for the Project Manager, Superintendent, Project Engineer and all additional on-site project expenses as specified in Attachment C.

TAB #8

- 1.9.** Work Samples and References – Respondent shall include samples of a minimum of three (3) completed Fire Stations or projects of similar scope and size within the last six (6) years. Samples can include photos or schematics and complete description of project.

TAB #9

- 1.9.1.** Provide the name, address, telephone number and e-mail address of a primary contact for these three (3) projects. Include a brief overview of the work performed with, at a minimum, a short description of the services provided, including original cost, final cost, delivery method used for the projects and length of time to complete. City of Leander references are not applicable. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

TAB #10

- 1.10.** Project Close-Out and Warranty – Respondent shall provide sample Project Close-Out Checklist and overview of firm's warranty program.

TAB #11

- 1.11.** Industry Awards – Respondent shall provide information on industry awards or recognition received for previously completed similar projects.

TAB #12

- 1.12.** Litigation – Respondent shall provide information on past or pending litigation filed against it and also documentation on past or pending litigation that it has filed against clients.

TAB #13

- 1.13.** Financial – Respondent shall, in separate sealed envelope marked "Confidential" provide a current financial statement, preferably audited, that illustrates respondent's adequate capitalization and viable financial strength. Statement shall include but not be limited to:

- 1.13.1.** Assets, liabilities, capital accounts and retained earnings.

TAB #14

- 1.14.** Payment and Performance Bonds – Respondent shall provide name, address and phone number of bonding company. Respondent shall provide a bondability letter from the named Surety or Agent stating that the firm can provide bonds for this project based on the scope of work specified herein.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document.

The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.